

Report

Osage Indian Treaty

Between the U.S. and the Great & Little
Osage Indians, May 27, 1868

(not in Reppeler's Treaties) Interesting

(The Treaty of 1865 Re page 673 Reppeler, Vol. 2)

OSAGE INDIAN TREATY.

JUNE 18, 1868.—Ordered to be printed with documents.

Mr. SIDNEY CLARKE, from the Committee on Indian Affairs, made the following

REPORT.

The Committee on Indian Affairs, to whom were referred the message of the President of the United States and accompanying documents, relating to a treaty lately made by the United States with the Great and Little Osage Indians, report as follows :

It appears from information before the committee that the treaty was prepared in Washington before the session of the council with the Osages, and that its terms were agreed upon by various parties in interest before submission to the Indians. The treaty, in substance, relinquishes by the said Osage Indians an exceedingly valuable tract of land lying in southern Kansas, amounting to 8,000,000 of acres. It does not provide for the retrocession of the said lands to the United States, but transfers the same to a railway company known as the Leavenworth, Lawrence and Galveston Railroad Company, at a price per acre of about nineteen cents. It transfers said lands upon said terms, with the condition that said company shall pay to the Secretary of the Interior, within three months from the date of the ratification of the said treaty by the Senate of the United States, one hundred thousand dollars, to the use, and for the benefit of the said Osage Indians.

The balance of the sixteen hundred thousand dollars, the price of said lands, is made payable in annual instalments of one hundred thousand dollars per annum, together with interest at five per centum per annum, secured only by the bond of the railroad company, and not even made a mortgage on the road.

No provision is made in this treaty for the protection of the settlers upon that portion of the ceded lands known as the Diminished Reserve, of whom it appears there is a large number, but they are left wholly to be dealt with according to the mercy or cupidity of the parties controlling said railway. Of those settlers upon another portion of the lands ceded, known as the Osage Trust Lands, comprising about three millions two hundred thousand acres, such as occupied a "square quarter section" at the time of the date of the treaty are allowed one hundred and sixty acres, including their improvements, at the government price. Inasmuch as these lands were only recently surveyed, it follows, upon the testimony of reliable witnesses, that nearly all of these settlers will be excluded from the benefits of the proviso because very few have located upon "square quarter sections" as surveyed.

It is also in evidence that other propositions more favorable to the Indians, the settlers and the United States, were submitted to the commissioners, but were withheld from the Indians by them and refused consideration. The following propositions were submitted to the commissioners by the Missouri, Fort Scott, and Santa Fé Railroad Company :

First. A purchase of all their lands for said road at \$2,000,000—\$100,000 to be paid in ninety days from the ratification of the treaty by the Senate of the United States, and the

other payments at the rate of \$100,000 per year until the whole purchase money is paid, the whole to bear interest at the rate of five per cent. per annum from the ratification and promulgation of the treaty till paid.

Second. One hundred and sixty acres of land secured, free of cost, to every half-breed Osage, male and female, over twenty-one years of age, who may desire to remain on said lands and become a citizen of the United States.

Third. One hundred and sixty acres secured to such settlers who may be on any portion of said lands at the date of said treaty, at \$1 25 per acre, being government price therefor.

Fourth. Every sixteenth section of said lands to be donated to the State of Kansas for the endowment of her public schools.

Fifth. The interest of said purchase money to be paid semi-annually, and disposed of in the treaty in a manner satisfactory to the Indians, and so as to promote their best interests.

Sixth. Patents to issue to said company for said lands only in proportion to the amount actually paid.

Seventh. Said principal and interest to be paid by said railroad company to the Secretary of the Interior, and the interest disbursed to the Indians by him, through the Commissioner of Indian Affairs.

This proposal was accompanied by the tender of a reasonable guarantee for the fulfilment, by the said company, of their part of the proposed compact, and was peremptorily dismissed by the commission. It will be seen that their refusal to submit these or any other propositions to the Indians indicates a singular bias in favor of the parties who, by the terms of this treaty, obtain these lands at nearly half a million dollars less than the sum offered in the above proposal.

It also appears that the State of Kansas is entitled, by the terms of the act admitting that State into the Union, to the sixteenth and thirty-sixth sections in each township of surveyed public lands, to accrue to the permanent school fund of that State; that in lieu of said sections the State is guaranteed an equivalent therefor; that a large portion of the State has been taken out of the operation of this beneficial provision for schools by the numerous Indian reservations therein; that in the disposition heretofore made of these reservations no equivalent has been granted the State for the said sections; that at the session of the said Osage council, while deliberating upon the terms of this treaty, the State superintendent of public instruction for Kansas applied to the said commissioners to obtain some provision among the various terms of the pending treaty for the school fund of the State, representing that the lands proposed to be granted the Leavenworth, Lawrence and Galveston Railroad Company comprised fully one-sixth of the whole State, and should contribute their equal share to the permanent school fund, in accordance with the plan upon which public lands in Kansas were disposed of by the act of admission. It appears that he was refused in this reasonable prayer.

It further appears that the said Leavenworth, Lawrence and Galveston Railroad Company, according to their survey, do not contemplate constructing their road upon or across these lands; that the said lands are amply sufficient in value to richly endow two or three roads if justly appropriated and disposed of; that upwards of one-half thereof are rich and valuable lands, and such as would readily sell to actual settlers at or more than one dollar and twenty-five cents per acre.

There are also charges before your committee that the Osages were improperly influenced to consent to the signing of said treaty; that they were very reluctant to execute it, and that at no time, before or since its execution, were they satisfied to sell their lands at such a price or upon such securities.

It appears to your committee that the system of bartering immense tracts of Indian lands to railway companies or private parties, without protection to the settlers, and by methods calculated to bar the advance of civilization, or in any way except by absolute cession to the United States, is too unreasonable to merit serious thought; and if such lands are to be made available for works of public improvement, they should so be disposed of as to give full protection to present and prospective settlers, and should accrue to the use and benefit of all the roads that they will reasonably endow.

Your committee, therefore, conclude that said treaty is in violation of the rights of the settlers and of justice to the Indians; that it is unjust to the taxpayers of Kansas, because it places in the power of a corporation the means to prevent the speedy settlement of about one-sixth of the State; that it is unjust to the State of Kansas, in that it ignores the school interests as guarded by the act of admission, and operates injuriously upon the prospective growth and settlement thereof; that it is unjust to the nation, because the lands granted are sufficient to endow various roads, and are ample to secure the building of the whole line from Fort Leavenworth to Galveston bay; that it is destructive of the railroad system of Missouri and Kansas, and, while of no benefit or advantage to the government, it accomplishes no result except to extravagantly enrich the persons controlling the company in whose interest it was executed.

Appended to this report are respectfully submitted a protest of the governor, secretary of state, auditor of state, State treasurer, attorney general, and superintendent of public instruction of the State of Kansas, marked A. Also the affidavit of Z. R. Overman, a representative of the settlers upon the lands sold, marked B; affidavit of Solomon Markham, also representing the settlers, marked C; affidavit of General Charles W. Blair, marked D; affidavit of George H. Hoyt, marked E, together with a copy of the provisions of said treaty.

The committee recommend the adoption of the following resolutions, and that copies of the same be furnished for the information of the Senate.

SIDNEY CLARKE.

R. T. VAN HORN.

JOHN P. C. SHANKS.

JOHN TAFFE.

G. W. SCOFIELD.

W. MUNGEN.

Resolved, as the sense of the House of Representatives, That the treaty concluded on the 27th day of May, 1868, with the Great and Little Osage tribe of Indians, both in its express terms and stipulations, and in the means employed to procure their acceptance by the Indians, is an outrage upon their rights; that in transferring to a single railroad corporation 8,000,000 acres of land, it not only disregards the rights and interests of other railroad corporations in the State of Kansas, and builds up a frightful land monopoly in defiance of the just rights of the settlers and of the people of the United States, but it assumes the authority repeatedly denied by this house to dispose of these lands by treaty otherwise than by absolute cession to the United States, and for purposes for which Congress alone is competent to provide.

Resolved, as the sense of this house, That the objects, terms, and conditions, and stipulations of the aforesaid pretended treaty are not within the treaty-making power, nor are they authorized either by the Constitution or laws of the United States; and therefore this house does hereby solemnly condemn the same, and does also earnestly, but respectfully, express the hope and expectation that the Senate will not ratify the said pretended treaty.

Resolved, That a copy of the foregoing resolutions be transmitted to the Senate of the United States.

A.

EXECUTIVE DEPARTMENT,

Topeka, Kansas, June 9, 1868.

To the Senate of the United States :

The undersigned, executive officers of the State of Kansas, most respectfully memorialize your honorable body against the ratification of the treaty recently concluded with the Osage Indians, whereby they agree to cede the lands now held by them in this State to the Leavenworth, Lawrence, and Galveston Railroad Company, on the following grounds, to wit :

1. That the Osages were induced to conclude the treaty by threats and false representations, whereby they were made to believe that it was the design of

the State authorities to make war upon them, and either kill them or drive them from their reservation.

2. That the price agreed to be paid is grossly inadequate to the value of the lands; that a much larger price was offered; that the payments are extended over a long series of years; and that the final consummation of the treaty would be a flagrant robbery of the Indians.

3. That no provision is made in the treaty for the benefit of schools, or in the interest of the settlers who have gone upon the lands and made improvements; but that both these interests are remitted to the tender mercies of speculators and monopolists.

4. That the lands thus ceded comprise nearly one-fifth of the area of the entire State, the whole of which will be withheld from settlement and development, except upon such terms as the monopolists may dictate.

5. That the success of this fraud will tend to retard immigration, thus militating against the best interests of the State, as well as of the country at large.

6. That the persons who will derive the chief benefits of this treaty are strangers to the State, and in nowise identified with its interests.

7. That they believe the whole system of permitting or encouraging the Indians to cede to private corporations is pernicious; that, in extinguishing Indian titles, the government should become the purchaser, permitting the settlers to procure titles at the *minimum* rate, withdrawing from sale when the aggregate of the purchase money shall have been realized, and then allowing the pre-emption and homestead laws to operate, as in other cases.

For these, and other reasons which might be enumerated, the undersigned respectfully request the Senate to negative the treaty recently concluded with the Osages, and which has been or will be submitted for their consideration.

S. J. CRAWFORD, *Governor.*

R. A. BARKER, *Sec. of State.*

J. R. SWALLOW, *Auditor of State.*

M. ANDERSON, *State Treasurer.*

GEO. H. HOYT, *Attorney General.*

P. McVICAR, *Sup't Pub. Ins.*

The foregoing is a true copy, furnished at the request of Hon. Sidney Clarke.

. B.

Affidavit of Z. R. Overman.

DISTRICT OF COLUMBIA, ss :

Z. R. Overman, of lawful age, first being duly sworn, deposes and says he is a citizen of the State of Kansas, and resides upon a portion of the lands known as the Diminished Reserve of the Great and Little Osages; that he was selected by the settlers upon the said reserve, and by the settlers upon the lands known as the Osage Trust Lands, to attend a council thereafter to be held between the representatives of the several bands of the Great and Little Osage Indians and certain commissioners of the United States, for the purpose of effectuating a treaty between the said Indians and the United States; that the said council was held in the month of May last, and a treaty was signed by the chiefs and headmen of the said tribe and the commissioners of the United States, on or about the twenty-seventh day of May last; that prior to and at the signing of said treaty, affiant was in attendance upon the sessions of the said council; that he is personally well acquainted with the chiefs, headmen, and braves of the said bands; that the commissioners of the United States pro-

duced at said council a draught of a treaty, already prepared, being the same treaty, in form and substance, afterwards executed by the parties respectively, and which is now pending the action of the Senate of the United States.

Affiant further deposes and says that it was evident from the bearing of the said commissioners, and from their proceedings at the said council, that they intended to make the said treaty exclusively for the benefit and in the interest of the Leavenworth, Lawrence, and Galveston railroad, represented by one William Sturges, of Chicago, and disregarding the rights of the settlers, the rights of the Indians, of other railroads, and the State of Kansas; that the said commissioners claimed that the said treaty was agreed upon in Washington before the session of the council, and could only pass and be ratified by the Senate of the United States as drawn and presented.

Affiant further says that the said Indians did not want to sell their lands; did not want to sell to the railroad company, but to the government of the United States, if forced to part with them, or, otherwise, to parties making the best and highest bid for the lands; that the sessions of the council were secret, and white men were excluded therefrom, unless attached or belonging to the party of the said commissioners; that the Indians wanted certain white men for counsel present at the conferences, but were refused, unless they would take such counsel as were assigned them by the commissioners; that Professor P. McVickar, superintendent of public instruction for the State of Kansas, applied to the said commissioners to have certain lands in each township set apart to the permanent school fund of the State, as guaranteed to the State of Kansas in the act of admission, and the said commissioners wholly refused to allow said lands, or any equivalent therefor, to be so devoted to the State.

And affiant further says that the Indians of the said tribe of Great and Little Osages complain that they were forced to sign the said treaty by threats that the United States would withdraw its protection from them, and that their presents, gifts, or annuities would be withheld from them, and by divers other intimidations and influences; and that if they had not so been influenced, they would not have signed the said treaty, and are still and remain greatly dissatisfied; that there is a large population of white settlers upon both the Diminished Reserve and the Trust Lands of the said Osages; that these settlers entered upon the said lands with the full knowledge and voluntary consent in writing of the chiefs and headmen of the said Indians; that there has been no survey of the Diminished Reserve, and that the Trust Lands have only been recently surveyed; that very few of the settlers upon the Trust Lands are located "on a square quarter section," as surveyed, and consequently get one hundred and sixty acres, including their improvements, at government price; that no protection was promised or guaranteed in any form to the balance of the settlers upon either the Trust Lands or the Diminished Reserve; that fully half of the eight million acres included in the said lands bartered by the terms of the said treaty to the Leavenworth, Lawrence, and Galveston railroad, controlled by the said William Sturges, are first-class and very valuable lands, fully equal to the best lands in Kansas; that the settlers thereupon are willing to pay one dollar and twenty-five cents per acre for the said lands; that affiant fully believes, from the number of settlers already locating upon said lands, that four million acres could be disposed of by the government of the United States within four years from the date hereof.

Z. R. OVERMAN.

Subscribed and sworn to before me, this the 16th day of June, 1868.

E. M. CHAPIN, J. P.

C.

Affidavit of Solomon Markham.

DISTRICT OF COLUMBIA, ss :

Solomon Markham, of lawful age, being duly sworn, deposes and says that he is a citizen of Kansas, and resides near the Catholic Mission, so-called, in Neosho county, Kansas, and upon lands lately belonging to the reservation of the Great and Little Osage Indians ; that he was sent by the settlers upon the Osage lands to the city of Washington, to secure through the Congress of the United States a sale of such lands transferred or receded to the United States or other parties by the said Osages to the settlers upon said lands on just and reasonable terms ; that the late treaty executed on Drum creek, in Osage county, by certain commissioners of the United States, with the said Osage Indians, is a fraud upon the people of Kansas and the whole country ; that the said treaty works deep injustice to a large number of worthy and industrious people who have located their homes and families upon the said lands, for the following among other reasons, viz : because the said settlers are left to the mercy of the parties controlling the Leavenworth, Lawrence and Galveston Railroad Company for the location, amount, and price of their lands ; that no guarantees are given them that any railway will be constructed through or upon said lands or any portion thereof ; that the Osages had agreed and were willing to sell their lands to the government, so that the government might dispose of them to actual settlers upon terms just and reasonable ; that no part of said lands were set apart to the permanent school fund of the State, in accordance with the plan upon which Kansas was admitted. And affiant says, that more than one-half of the 8,000,000 acres, bartered away by the terms of this treaty to the railroad owned or controlled by Mr. Wm. Sturges, of Chicago, are valuable lands, equal to any in the United States, and ought not to be put in title and possession of any man ; that within four years, if thrown open to actual settlement, every acre would be disposed of easily at the price of \$1 25 ; that the proceeds of the lands upon any just and reasonable method would build three railways, instead of one, as proposed in this treaty ; that affiant is informed and believes that the sale of these lands, ostensibly to the Leavenworth, Lawrence and Galveston railroad, is, in fact, a sale to Wm. Sturges, of Chicago, who controls the said company, and who is endeavoring to obtain said lands for the purpose of a vast speculation ; and that the said treaty was executed in fraud of the settlers, the Indians, the people of Kansas and the whole country, and various other railway companies, who offered more for the lands than did the said Sturges & Co.

SOLOMON MARKHAM.

Subscribed and sworn to before me this, the 16th day of June, 1868.

E. M. CHAPIN, J. P.

Statement relative to the Osage treaty.

A treaty was concluded on Drum creek, in the Osage nation, about the 27th of May last, between the chiefs and braves of the Osage Indians and Hon. N. G. Taylor, Commissioner of Indian Affairs, Hon. Thomas Murphy, superintendent of the central superintendency, Colonel A. G. Boone, and Major Snow, agent of the Osages, representing the government, with Judge Blackledge as secretary of the commission.

This treaty conveys the whole of the Osage lands, comprising 8,000,000

acres, (being 50 by 250 miles,) to the Leavenworth, Lawrence, and Galveston Railroad Company, for \$1,600,000, payable as follows : \$100,000 in cash within three months from the ratification of the treaty, and the remaining \$1,500,000 in the bonds of the company, payable \$100,000 each year for fifteen years, and bearing interest at the rate of five per cent. per annum. It is really a treaty by and between the Osage Indians and the railroad company, to which the government becomes a party by permitting it to be done in the interest of the company, and without protecting the rights of the Indians by providing any security for the payment of the money other than the bonds of said company. These bonds are really the only security the Indians have. It is true that the treaty provides that patents shall be issued only in proportion to the amount paid ; but the railroad company does not wish patents to issue until they are ready to sell, which *will* not be until the road is completed to a point opposite to said lands, and may not be for the next ten years. In the mean time the Indians will hold the bonds, but be utterly destitute of money—their lands sold, but they without means to purchase others in their stead.

It is scarcely to be expected that the Cherokees or Creeks will sell them lands for these bonds, or that the government will purchase and pay for lands for them, taking these railroad bonds as security for repayment. If the interests of the Indians are to be consulted, the representatives of the government should have provided some tangible security for the payment of the money as it became due, either by the indorsement of the government or otherwise ; and they should have permitted the sale to be made to the company offering the highest price for the lands, other considerations being equal. The subjoined correspondence will show that the commissioners were determined the treaty should be made in the interest of the Leavenworth, Lawrence, and Galveston Railroad Company, and on the terms proposed by its representatives, or not made at all.

These lands comprise nearly one-fifth of the whole State of Kansas, and are the last body of lands out of which railroads can be endowed. There are enough to endow three roads reasonably well ; and if they are to be disposed of for the benefit of railroads, the interests of the railroad system of the State should be taken into consideration, and the roads of southern Kansas, in which the lands lie, should have their fair proportion. Especially should the Missouri, Fort Scott, and Santa Fé railroad be endowed, as it has its initial point at Sedalia, on the Missouri Pacific, and runs soutwesterly, via Fort Scott and Osage mission, through the whole length of these lands, (250 miles,) in the direction of Santa Fé. This road has no grant or endowment of public lands, whilst the Lawrence and Galveston road already has 800,000 acres along its line in the State of Kansas, donated to it by the liberality of Congress ; and its surveyed line does not run within twenty miles of the lands ceded to it by the recent treaty.

The treaty makes no provision for the half-breed Osages who may desire to remain on said lands and become citizens of the United States. It makes no increase in the State endowment of schools, and makes but insufficient and incomplete provision for the hardy pioneers who are the outposts and the advance guard of the civilization rapidly moving to the west.

The trust lands (so called because ceded in trust by a former treaty) are embraced in this treaty, the former one, so far as it applies to them, being abrogated by the new arrangement. They comprise a tract of twenty miles, north and south, running the whole length of the tract ; and the treaty provides that settlers on these lands, at the date of the treaty, may have 160 acres, including their improvements, at government price, *on a square quarter section*. As the survey is just completed, and as nearly all the settlement there was made prior to said survey, it follows that few have their improvements on a square quarter ; and as they are not permitted to cross section or quarter

section lines to fill out their 160 acres, but few will derive any benefit from the provision. Indeed, it seems expressly made with a view to cut off as many of the settlers as possible, under the color and show of apparent fairness.

No provision whatever is made for the settlers on the remaining portion of said land—being 30 by 250 miles in extent—but they are left wholly to the tender mercies of the railroad company.

It is proper to add, in this connection, that the directors of the Missouri, Fort Scott, and Santa Fé Railroad Company, besides the protection they offered to the settler, were, and are willing, if their company receive all or any portion of these lands, that an express provision may be incorporated into the treaty to the effect that the price of government lands shall be the price of these lands; that is to say, \$2 50 per acre within ten miles of their road on either side, and \$1 25 per acre beyond, the settler to take his lands upon such showing of occupation and improvement as would entitle him to the benefit of the pre-emption act of September 4, 1841, and its amendments. Justice to the settler imperatively demands that this provision should be made in the treaty, let the lands be disposed of otherwise as they may.

It may be further stated that the Indians knew they had been offered a higher price for their lands than this treaty provides; that this higher price was offered them by men whom they knew and in whom they had confidence, with some of whom they had had dealings for 25 years, and they were naturally anxious to sell to the best advantage and to men whom they thought they could trust; but they claim that the commissioners informed them that the government would not permit them to sell to any company except the Leavenworth, Lawrence, and Galveston Company. The truth of this is corroborated by the fact that the commissioners, all of them, without exception, stated repeatedly to white men, in reply to urgent entreaties to divide the lands among two or three roads, that no treaty could or would be ratified by the Senate unless the whole of the lands were given to this one company.

It was publicly represented, too, by those who assumed to speak by the authority of the commissioners that this treaty was drawn up and agreed upon in Washington before the commission went out; that it was drawn with the approval of leading members of the administration and leading members of the Senate of both political parties; that the combination, or "ring," was too powerful to be withstood, and that the treaty would have to be made and confirmed as originally drawn.

The chiefs repeatedly asked permission to have certain white men, in whom they had confidence, as their counsel, present at their conference with the commissioners, to advise and counsel with them; but the commissioners refused, unless they would take such counsel as they (the commissioners) chose to provide, which they were not willing to do.

It is certain that for over two weeks the Indians refused to sign the treaty, no one apparently being in favor of it; and that all at once, apparently without any sufficient cause, they all signed it. They claim that they were forced to do it by threats and intimidation on the one part, and fair promises on the other, in case of compliance.

It is more than probable that these threats were made by outside parties in the interest of the railroad company, and not countenanced by the commissioners; but there was so much apparent identity of interest between them that it was difficult for even an observant white man to tell who represented the government and who the railroad company, and it is, therefore, not at all wonderful that the Indian failed to detect the difference between them. Certain it is that one commissioner at least publicly stated to the Indians that their annuity goods, due them by the provisions of a former treaty, would not be delivered to them till they signed this treaty; and that seemingly, in pursuance of this threat, said goods were reloaded into the wagons which had brought

them to the council grounds; and it is equally certain that said goods were not distributed until after the treaty had been signed.

The Indians claim that they were threatened with the displeasure of the government if they refused to sign; that they were told that the government would not protect them against the Arapahoes unless they made the treaty; and Commissioner Boone *did* state in public council that if the Osages would sign this treaty, they (the commissioners) would go out on the plains and conclude a peace between the Osages and Arapahoes.

The Indians represent that they were told that unless they signed this treaty they would get no presents—no annuity goods; that the government would not pay them for the land already purchased of them, and that the governor of Kansas would turn the militia of the State out against them, and they would kill and drive them off their lands, taking them without any payment whatsoever; and, when they fled to the plains, they would be decimated by the Arapahoes, and between the two enemies they would gradually be extinguished.

It is not claimed that these threats were made or countenanced in any way by the commissioners—honorable men would stoop to no such miserable subterfuges; but it is susceptible of proof that such threats, and probably worse ones, were made to the Indians by white men who were in daily association with the commission, and who professed to speak by their authority.

It is known to the writer of this statement that outside parties stated that the commissioners had resolved to remove the representatives of the Missouri, Fort Scott, and Santa Fé Railroad Company by military force from the Osage reserve, on the pretext of interfering with the treaty; and that this was communicated to the friends of that road with a view of inducing them to intermit their efforts to get from the commission a fair proportion of these lands; but the friends of that road had too high a respect for the commission to believe that they had ever authorized such threats, and therefore gave no credence to them.

Attention is invited to the correspondence copied below.

CHAS. W. BLAIR,

President Missouri, Fort Scott, and Santa Fé Railroad Co.

No. 1.

OSAGE NATION, *May 18, 1868.*

SIR: I have the honor to propose to you, and through you to the commission appointed to treat with the Osage Indians for their trust lands and diminished reserve; that the lands comprised therein be acquired by the United States government and offered for sale, in a body, to the highest bidder, thus leaving it open to the competition of all companies who desire to purchase the same, hereby pledging myself that the railroad company I represent will offer for the whole of said lands *at least* the sum of \$2,000,000, giving any guarantee of payment that the government may require, which sum is one-half million dollars more than that proposed to be paid by the Leavenworth, Lawrence, and Galveston Railroad Company.

Should it be against the policy of the government to purchase lands except under condition of immediate transfer to parties or companies who can make the required payments, we respectfully request your commission to create the trust in the treaty for the benefit of our company, we to pay therefor the sum of \$2,000,000. I would also state that our railroad company is properly incorporated, traverses the whole length of these lands from east to west, and is in the hands of men of capital and influence.

We propose also to accept all the terms and conditions of the treaty as already

drawn and prepared by the commission, and, in addition, to secure the rights of the half-breeds, protect the settlers, and make liberal donations for school purposes, changing the treaty only by substituting the name of the Missouri, Fort Scott, and Santa Fé Railroad Company, for that of the Leavenworth, Lawrence, and Galveston Railroad Company, for which change we offer more than a half million of dollars in addition to the amount proposed by Mr. Sturgis.

Our company is composed of and supported by men of large capital and influence, (the governor of the State being one of the directors,) who are abundantly able to give all the guarantees required by the treaty, or which may be imposed by the government—such guarantees to be given prior to the submission of the treaty to the Senate for ratification.

I also make this proposition: For the purpose of harmonizing conflicting interests, and advancing the interest of the north and south, as well as the east and west national thoroughfare, I am content that the treaty may include both roads, giving the Leavenworth, Lawrence, and Galveston Company *two-thirds* of said lands, and securing to the Missouri, Fort Scott, and Santa Fé Railroad Company *one-third* of the same, being equal in proportionate value, and divided by blocks of sections from north to south, two blocks to their road and one to ours, alternately, through the whole length of said lands, east to west, we to take ours by express stipulations in the treaty to our road by name, and on the same terms and conditions of payment and otherwise as are imposed on the other company.

All these propositions seem to me fair and just, and the acceptance of any one of them will secure the cordial co-operation of myself and friends, in favor of the speedy completion of the treaty, by the exertion of all the influence we can command in its behalf.

I am, colonel, very respectfully, your obedient servant,

CHAS. W. BLAIR,

President Missouri, Fort Scott, and Santa Fé Railroad Co.

Hon. N. G. TAYLOR,

Commissioner of Indian Affairs.

P. S.—I would respectfully request that this proposition be filed and preserved with the papers of the commission for further reference.

C. W. B.

No. 2.

OSAGE NATION, May 20, 1868.

SIR: As it is anticipated or feared that representations may or have been made to your commission that the Missouri, Fort Scott, and Santa Fé Railroad Company is irresponsible or unable to furnish to the government the proper guarantees of payment, in case they acquire any or all of these lands by treaty, I have the honor to propose to you, as security for such guarantees as may be required, the bond of S. A. Williams, B. P. McDonald, and C. F. Drake, who are worth over \$100,000; or I am willing to give you here, on the ground, as collateral security for such guarantees, the draft of the banking-house of A. McDonald & Bro., on New York, for the sum of \$50,000.

This security is offered as a pledge of our entire good faith, as well as our ability to comply with any condition of payment which may be imposed on our company in case said lands are granted to it.

Very respectfully, your obedient servant,

CHAS. W. BLAIR,

President Missouri, Fort Scott, and Santa Fé Railroad Co.

Hon. N. G. TAYLOR,

Commissioner of Indian Affairs.

Reply to Nos. 1 and 2.

OSAGE COUNCIL GROUND, OSAGE NATION, *May 20, 1868.*

SIR: Your communication of the 18th instant, addressed to me as Commissioner of Indian Affairs, making various propositions in reference to the purchase of the Osage lands, was received and laid before the commission.

I was instructed by the commission to reply that, for various reasons, satisfactory to it, neither of your propositions is accepted.

With sentiments of high personal respect, I have the honor to remain your obedient servant,

N. G. TAYLOR,
President Osage Commission.

Gen. C. W. BLAIR,
President Fort Scott and Santa Fé Railroad Co.

No. 3.

OSAGE NATION, *May 25, 1868.*

SIR: As you stated, in your public council with the Indians, that all future consultations between the commissioners and Indians *were to be private, from which all others were to be excluded*, and thus other parties can only reach the Indians through you, I have the honor to request permission to call them together in council with the representatives of the Missouri, Fort Scott, and Santa Fé Railroad Company, with a view of submitting to their consideration a treaty with said company on the following basis:

First. A purchase of all their lands for said road at \$2,000,000—\$100,000 to be paid in ninety days from the ratification of the treaty by the Senate of the United States, and the other payments at the rate of \$100,000 per year until the whole purchase money is paid, the whole to bear interest at the rate of five per cent. per annum from the ratification and promulgation of the treaty till paid.

Second. One hundred and sixty acres of land secured, free of cost, to every half-breed Osage, male and female, over twenty-one years of age, who may desire to remain on said lands and become a citizen of the United States.

Third. One hundred and sixty acres secured to such settlers who may be on any portion of said lands at the date of said treaty, at \$1 25 per acre, being government price therefor.

Fourth. Every sixteenth section of said lands to be donated to the State of Kansas, for the endowment of her public schools.

Fifth. The interest of said purchase money to be paid semi-annually, and disposed of in the treaty in a manner satisfactory to the Indians, and so as to promote their best interests.

Sixth. Patents to issue to said company for said lands only in proportion to the amount actually paid.

Seventh. Said principal and interest to be paid by said railroad company to the Secretary of the Interior, and the interest disbursed to the Indians by him, through the Commissioner of Indian Affairs.

As this council has now been in session about two weeks, and the Indians have thus far declined to treat, although *all other propositions have been withheld from them, except that of the Leavenworth, Lawrence and Galveston Railroad Company*, it is now but fair that they should have an opportunity of considering another proposition which gives them a larger sum of money for their lands, protects the settlers on the same, secures a home to the half-breeds,

enlarges the State endowment for school purposes, and which is quite as fair to the government as the proposition so long considered and rejected.

If the responsibility of the company is doubted, I again offer, as before, as a guarantee of good faith and pecuniary ability, the bond of men worth \$100,000, or the draft of a responsible banking house on New York for \$50,000, to be forfeited in case the company fail to comply with the requirements of the treaty.

I have also the honor to request that this proposition be filed with the papers of the commission for further reference.

Very respectfully, your obedient servant,

CHAS. W. BLAIR,

President Missouri, Fort Scott and Santa Fé Railroad Company.

Hon. N. G. TAYLOR,

Commissioner of Indian Affairs.

Reply to No. 3.

OSAGE COUNCIL GROUND, OSAGE NATION, *May 26, 1868.*

SIR: Your communication addressed to me, of yesterday's date, was handed to me half an hour since by Colonel Wilson.

I have the honor, in reply, to inform you that, having immediately on its receipt submitted your letter to the commission, it instructed me, unanimously, to respond that this commission, having been appointed and commissioned by the President to treat with the Osage Indians, has no power to transfer that authority to others, nor any disposition to do so. We have pleasure in adding that present indications are entirely favorable to a successful termination of our labors.

With sentiments of high regard, I have the honor to be, very truly, your obedient servant,

N. G. TAYLOR,

President Osage Commission and Commissioner Indian Affairs.

Gen. CHAS. W. BLAIR,

'President Fort Scott and Santa Fé Railroad Company.

D.

DISTRICT OF COLUMBIA, *Washington County, ss.:*

Before the undersigned, a notary public in and for the District of Columbia, personally came Charles W. Blair, of lawful age, who being sworn, deposes and says that the correspondence copied in the accompanying printed statement is a true copy of the correspondence that passed between him and Hon. N. G. Taylor, Commissioner of Indian Affairs. He further states that the facts embodied in the printed statement, accompanying said correspondence, so far as the same are stated of his own knowledge, are true, and so far as stated on the information of others, he believes to be true, both in substance and in fact.

CHAS. W. BLAIR.

Sworn to and subscribed this 15th day of June, A. D. 1868.

JOHN F. CALLAN, *Notary Public.*

E.

DISTRICT OF COLUMBIA, ss.:

George H. Hoyt, being duly sworn, deposes and says he is a citizen of the State of Kansas, and is attorney general of the said State; that since the execution of the treaty between the United States and the Osages of southern Kansas, at Drum creek, on or about May 27, A. D. 1868, numerous complaints have been lodged in his office relating to the said treaty and the action of the commissioners of the United States; and affiant avers, upon information and belief, that gross deceit was practiced upon the said Osage Indians by the said commissioners; that the said Indians were informed or caused to be informed by the said commissioners that the United States would not protect them, or give them their presents or annuities, unless they consented to sign the particular treaty brought by them from Washington; that other inducements were held out to the said Indians, and among others, the promise to secure peace between them and their enemies, the Arapahoes.

Affiant further avers that the lands conveyed by the terms of said treaties to the Leavenworth, Lawrence and Galveston Railroad Company comprise about 8,000,000 acres, equal to about one-sixth of the area of the whole State of Kansas, and nearly double the area of the State of Massachusetts; that he is familiar with that section of the State of Kansas, having frequently traversed it; that more than half the said lands are first-class and very rich and valuable lands, well watered and timbered along the waters of the Neosho and the valleys of the Verdigris rivers, together with numerous tributaries; that the said lands are desirable in every respect and are being fast settled upon by a thrifty and industrious people; that abandonment of those settlers, by this treaty, to the cupidity of speculators and non-residents, has caused a very bitter feeling to pervade the people of the whole State; that a large portion of these lands would readily sell for \$1 25 per acre within three or four years; that the proceeds of their sale, upon any just or reasonable terms, would construct not only the Leavenworth, Lawrence and Galveston railway to and beyond the limits of Kansas, but would also build the Fort Scott and Santa Fé and the Union Pacific Southern Branch railways.

And affiant says that Kansas is entitled to the 16th and 36th sections of land in each township, or an equivalent therefor, for the permanent school fund of the State; that a large portion of the State has been absorbed by Indian reservations; that in the retrocession or transfer of these reservations, no equivalent has been granted the State for said sections; that Professor McVickar, superintendent of public instruction for Kansas, applied to the commissioners to obtain a portion of said Osage lands for the uses of the school fund, and his application was refused. And affiant says all the above facts, together with various other material evidence, he will be able to produce, in case reasonable time is allowed him, before the ratification of the said treaty by the Senate of the United States; and further saith not.

GEO. H. HOYT,

Subscribed and sworn to before me this, the 16th day of June, 1868.

E. M. CHAPIN, J. P.

Articles of a treaty made and concluded at the Osage council ground, on Drum creek, in the Osage nation, in the State of Kansas, on the 27th day of May, A. D. 1868, by and between the United States, represented by Nathaniel G. Taylor, Commissioner of Indian Affairs, Thomas Murphy, superintendent of Indian affairs for the central superintendency, George C. Snow, agent for the Indians of the Neosho agency, and Albert G. Boone, special agent, (commissioners duly appointed by the President of the United States for that purpose,) and the Great and Little Osage tribe of Indians, represented by their chiefs, councilmen, and headmen duly authorized to negotiate and treat in behalf of said tribe, as follows :

ARTICLE I.

The tribe of the Great and Little Osage Indians are desirous of removing from Kansas to a new and permanent home in the Indian territory, and of making an advantageous and absolute sale of their lands in the State of Kansas. They desire, moreover, to so dispose of these lands as to aid in the speedy extension of the Leavenworth, Lawrence and Galveston railroad to and through the Indian territory, it being the only road now in process of construction running directly through the said territory which is to be the future home of themselves and their race, and for the further reason that it will give them in their new home the means of transit and transportation, and will tend to promote among them and their brethren the arts and habits of civilized life. The government of the United States is willing that the company constructing said railroad may become the purchasers of said lands on terms favorable to the Osages and the settlers, because said railroad has received from the United States no money subsidies, and only an inconsiderable land grant, and because when constructed it will become a great trunk line from the Missouri river to the Gulf of Mexico, and with its branches will open to settlement vast and fertile districts, now too remote from railroads and navigable waters to be susceptible of advantageous settlement and cultivation. It is, therefore, agreed that the Leavenworth, Lawrence and Galveston Railroad Company, a corporation duly organized under the laws of the State of Kansas, shall have the privilege of purchasing the present reserve of the Osages in Kansas, and also the strip of land lying along the north border of the present reservation, ceded to the United States in trust by article second of the treaty between the United States and the Great and Little Osage Indians, concluded September 29, 1865, on the following terms and conditions: Said company shall, within three months after the ratification and promulgation of this treaty, pay to the Secretary of the Interior \$100,000 in cash, and shall execute and deliver to him its bonds for the further sum of \$1,500,000, bearing interest, payable semi-annually, at the rate of five per cent. per annum; the interest on said bonds to commence when the Osages remove from their present reservation, which date shall be fixed, and notice thereof given to the company, by the Secretary of the Interior. One hundred thousand dollars of said bonds shall become due and payable each and every year after the date of execution thereof, so that the last \$100,000 of said bonds shall become due and payable in .15 years from the date of execution thereof. And if said company shall pay the said sum of \$100,000, and deliver its said bonds, bearing interest, for \$1,500,000, as above provided, and shall, one year thereafter, pay \$100,000 of said bonds, and interest on the whole of said bonds from the date when said interest shall have begun to accrue, and shall have built and equipped not less than 20 miles of said railroad from Ottawa, Kansas, in a southerly direction, then patents shall be issued to it by the Secretary of the Interior for an amount of said lands to be designated under his direction equal in value to one-fifteenth part of the lands which are herein authorized to be sold to said company, deducting and excepting, however, from said amount of land the lands which shall have been, between

the date of the purchase by said company and that date, purchased by settlers as hereinafter provided. And if said company shall, annually thereafter, pay \$100,000 of said bonds, and interest as thereinbefore provided on all the remaining bonds, and shall, each and every year thereafter, build and equip not less than 20 miles of said road until the same shall have reached the southern boundary of the State of Kansas, it shall, at the date of each of such annual payments, receive patents for a like amount in value of said lands, to be selected under the direction of the Secretary of the Interior, deducting and excepting from said amount the lands which shall have been, between the date of the next preceding payment and that date, pre-empted and paid for as hereinafter provided; and on payment of the last of said bonds and interest, as herein provided, it shall be entitled to receive patents for all the remainder of said lands herein authorized to be sold to it.

The whole of said lands, if purchased by said company, shall be appraised, at its expense, by three disinterested appraisers to be appointed by the Secretary of the Interior, whose compensation shall not exceed \$10 per day in full for services and expenses, and whose appraisal, when approved by the Secretary of the Interior, shall govern in ascertaining the relative value of the amounts of land from time to time selected and paid for, as hereinbefore provided. When said company shall make its first payment and deliver its bonds to the Secretary of the Interior, as above provided, he shall execute and deliver to it a certificate setting forth the fact that it has elected to purchase the lands herein provided to be sold, and is entitled to the possession and use of the same; which certificate shall be evidence of the right of said company to the possession and use of the said lands so long as it shall comply with the conditions of purchase therein prescribed as against all persons except Osages or other persons connected with the nation as may have authority from the Secretary of the Interior to remain temporarily on said lands. But such certificate shall not authorize the taking of any timber or stone from any of said lands, except from such as shall have been selected and paid for as herein provided.

None of said lands shall be subject to taxation except such as shall have been patented to said company, or selected and paid for as above provided. And whenever any patent shall issue to said railroad company for any part of said lands, it shall contain the condition that said company shall sell the lands described in said patent, except so much as may be necessary for the operation of said road, within five years from the issuance of said patent. But if the said company shall fail to pay the said sum of \$100,000 first above mentioned, and to deliver its bonds for \$1,500,000, as above provided, within three months from the ratification and promulgation of this treaty, then it shall have no exclusive right of purchasing said lands, but the lands shall then be surveyed under the direction of the Secretary of the Interior, and appraised by three disinterested appraisers, to be by him appointed, and offered for sale to actual settlers for the period of one year from the promulgation of this treaty, at not less than its appraised value, under such rules and regulations as the Secretary of the Interior may, from time to time, prescribe. And at the expiration of said year, should any of said lands remain unsold, the Secretary of the Interior shall cause the same to be sold in a body for cash, at not less than its appraised value. The proceeds of such sales, as they accrue, after deducting the expenses of survey and appraisement, shall be invested by the Secretary of the Interior for the benefit of said Indians, as hereinafter provided.

The Secretary of the Interior may proceed to sell the said lands in a body on the most advantageous terms: *Provided, however,* That the same conditions and terms shall be observed as herein stipulated: *And provided further,* That said lands shall not be sold for less than the price herein agreed to be paid therefor. In the event that after sufficient notice has been given no sale can be made of said lands in the manner last aforesaid, and if the said company shall, after paying said sum of \$100,000, and delivering said \$1,500,000 of bonds, fail to

make payment of any portion of the principal or interest remaining due within thirty days from the date when the same shall become due and payable, said company shall forfeit all its right to any portion of said lands not heretofore selected and paid for. And all of said lands herein provided to be sold to said company, which shall remain unpaid for, shall thereupon be sold by the Secretary of the Interior in the manner hereinbefore provided. And in case said company shall desire to pay any portion of said bonds before the same shall become due and payable, it shall be permitted to do so, and shall be entitled on such payment to have lands selected and patented to it in like manner as on the payment of the bonds when due. And no patent shall issue to any assignee of said company for any of the lands purchased by it under the provisions hereof.

ARTICLE II.

The right of way is hereby granted to said company through the lands herein authorized to be sold, not exceeding one hundred feet in width, and the right to take from said land such timber, stone, water, and other material as may be necessary for the construction and operation of the road, and for the construction of its stations, culverts and bridges : *Provided, however,* That no timber or stone shall be taken by the company or its agents from any of the lands not paid for, except on payment of the fair value of such timber or stone, and under such regulations as the Secretary of the Interior shall prescribe, for which amounts the company shall be entitled to credit on paying, as herein provided, for the lands from which such timber and stone may have been taken.

ARTICLE III.

The proceeds of the sales of the lands herein authorized to be sold shall be invested for the Osage nation in United States registered stocks, except as hereinafter provided, and the interest thereof shall be applied semi-annually under the direction of the Secretary of the Interior, as follows : (The interest on \$100,000 shall be paid in support of schools in said nation :) The interest on \$300,000 shall be paid in cash for national purposes. Five thousand two hundred dollars thereof shall be paid as compensation to the chiefs and councillors of the nation. Five thousand shall be expended for the encouragement of agriculture, to be paid *pro rata* to each head of a family in proportion to the number of acres cultivated and improvements made thereon by individual members of the tribe, the object being to encourage real industry among them ; and the remaining \$4,800 shall be expended under the direction of the council and agent for the tribe in the payment of such other expenses as may be necessary for the benefit and support of their national government ; and the interest on the balance shall be paid to the members of the nation per capita, or to the council for distribution in money, goods, provisions, and other articles of necessity as the council of the nation and the agent for the tribe may recommend, under the direction of the Commissioner of Indian Affairs.

ARTICLE IV.

All persons being heads of families and citizens of the United States, or members of any tribe at peace with the United States, who have settled on the strip north of the present Osage reservation known as the "Trust Lands," and are at the date of the signing hereof residing thereon as bona fide settlers, shall have the privilege at any time within one year from the date of the ratification of this treaty of purchasing from the United States a quarter-section, at one dollar and twenty-five cents per acre, to be selected in one body according to legal divisions, and to include as far as practicable the improvements of each settler : *Provided, however,* That said quarter-section shall not consist of or be made up from parts of different quarter-sections.

ARTICLE V.

Nothing in this treaty shall be held to impair the rights of half-breed Osages, and of the heirs of Joseph Swiss, under the provisions of article fourteen of the treaty concluded September 29, 1865, and it is hereby declared that the following persons are the heirs, and the only heirs, according to the Osage customs and laws, of the said Joseph Swiss, viz: Phebe Beyette, Julia Ravellette, Julia Ann Delorien, and Jacob Swiss; and it hereby provided that the improvements of said half-breeds now on the lands herein stipulated to be sold shall be appraised by the commissioners appointed to appraise these lands, and the value thereof shall be paid to the owners of said improvements by the parties purchasing them within six months after the ratification of this treaty.

They shall have an equal right, in proportion to their number, with the full-blood Indians in all the benefits to be derived from this and all former treaties with the Osage Indians, and shall select from their number one of their people who shall represent them in the councils of the nation, upon an equal footing with the other members of said council.

ARTICLE VI.

As a compensation to the Osages for the stock and farming utensils which the United States agreed to furnish them by the second article of the treaty of January 11, 1839, and which were only in part furnished, the United States agrees to pay the said nation twenty thousand dollars; and as compensation for the saw and grist mill which the United States agreed by said treaty to maintain for them for fifteen years, and which were only maintained five years, the United States agrees to pay said nation ten thousand dollars—which sums shall be expended, under the direction of the Commissioner of Indian Affairs, in the following manner: twelve thousand dollars in erection of agency buildings, a warehouse, and blacksmiths' dwellings, and a blacksmith shop, and the remaining eighteen thousand dollars in the erection of a school-house and church and the purchase of a saw and grist mill, which mill is to be managed and controlled by the society in charge of the Catholic mission, for the benefit of said Indians.

ARTICLE VII.

The reservation herein authorized to be sold shall be surveyed as other public lands are surveyed, under the direction of the Secretary of the Interior, and the expenses of survey paid by the said Leavenworth, Lawrence and Galveston Railroad Company.

ARTICLE VIII.

If the proceeds of the sale of the lands ceded to the United States by the first article of the treaty of January 21, 1867, shall exceed the amount of purchase money paid therefor by the United States and expenses incident to the survey and sale thereof, then the remaining proceeds shall be invested by the Osages in United States registered stocks, and the interest thereon applied semi-annually as other annuities.

ARTICLE IX.

The Osage Indians being sensible of the great benefits they have received from the Catholic mission, and being desirous to have said mission go with them to their new homes, it is hereby stipulated that two sections of land, to be selected by said society at or near the agency, shall be granted in fee simple to John Shoenmaker in trust for the use and benefit of the society sustaining

said mission, and it shall have the free use of such timber and firewood as may be necessary for the use of said mission and school, on condition that said society shall establish and maintain a mission and school for the education and civilization of the Osages. But if the said society shall fail to avail itself of the provisions of this treaty within twelve months after the removal of said Indians to their new home, it shall forfeit all the rights, privileges and immunities herein conferred upon it, including said lands, in which contingency these same rights, privileges and benefits so forfeited shall inure to any other Christian society willing to assume the duties and responsibilities and comply with the conditions herein enjoined on said mission: *Provided, however,* That in the event no Christian society should avail themselves of the benefits herein provided within two years from the removal of said Indians to their new homes, then all funds herein set apart for said school and missionary purposes shall be applied, under the direction of the Commissioner of Indian Affairs, to such purposes as in his judgment will best promote the moral, intellectual, and industrial interests of the Osage nation: *Provided,* That the annual expenditure for school purposes may be increased at the discretion of the Commissioner of Indian Affairs to an amount not to exceed five thousand dollars, as in his judgment the educational necessities of the Osages may require, to be deducted from the annuities.

ARTICLE X.

The Great and Little Osage nation of Indians being anxious to relieve themselves from the burden of their present liabilities, and it being essential to their best interests that they should be allowed to commence their new mode of life free from the embarrassment of debt, it is hereby stipulated and agreed that all just and valid debts which may be due and unpaid at the date of the signing of this treaty, either to whites or Indians, by said Osages, shall be liquidated and paid out of the funds arising from the sale of the lands herein stipulated to be sold, so far as the same shall be found just and valid on an examination thereof, to be made by the agent of the tribe and the superintendent of Indian affairs for the central superintendency, whose duty it shall be to examine all claims presented to them within one year from the promulgation of this treaty, and to take in writing the evidence in favor of and against said claims, and after having made such examination they shall submit said claims to the national council of the Osage nation for their approval or rejection, and report their proceedings thereon with the evidence and decision of the council, and their opinions in each individual case, to the Commissioner of Indian Affairs, whose decision, subject to the revision of the Secretary of the Interior, shall be final: *Provided,* That the amount so allowed and paid shall not exceed forty thousand dollars: *And provided further,* That if the amount of just claims shall exceed the sum of forty thousand dollars, the said amount of forty thousand dollars shall be divided pro rata among the different claimants whose claims shall have been established and allowed.

ARTICLE XI.

The United States agrees that the agent for said Indians in the future shall make his home at the agency buildings; that he shall reside among them and keep an office open at all times for the purpose of prompt and diligent inquiry into such matters of complaint, by and against the Indians, as may be presented for investigation under the provisions of their treaty stipulations, as also for the faithful discharge of other duties enjoined on him by law. In all cases of depredation on person or property, he shall cause the evidence to be taken in writing and forwarded, together with his finding, to the Commissioner of Indian Affairs, whose decision, subject to the revision of the Secretary of the Interior, shall be binding on the parties to this treaty.

ARTICLE XII.

If any individual belonging to said tribe of Indians, or legally incorporated with them, being the head of a family, shall desire to commence farming, he shall have the privilege to select, in the presence and with the assistance of the agent then in charge, a tract of land within said reservation not exceeding 320 acres in extent, which tract when so selected, certified, and recorded in the land book, as herein directed, shall cease to be held in common; but the same may be occupied and held in the exclusive possession of the person selecting it and of his family so long as he or they may continue to cultivate it. Any person over 18 years of age, not being the head of a family, may in like manner select and cause to be certified to him or her for purposes of cultivation a quantity of land not exceeding 80 acres in extent, and thereupon be entitled to the exclusive possession of the same, as above directed. For each tract of land so selected, a certificate containing a description thereof, and the name of the person selecting it, with a certificate indorsed thereon that the same has been recorded, shall be delivered to the party entitled to it by the agent after the same shall have been recorded by him in a book to be kept in his office subject to inspection, which said book shall be known as the "Osage Land Book." The President may at any time order a survey of the reservation, and when so surveyed Congress shall provide for protecting the rights of said settlers in their improvements, and may fix the title held by each. The United States may pass such laws on the subject of alienation and descent of property, and on all subjects connected with the government of the Indians on said reservation, and the internal police thereof, as may be thought proper.

ARTICLE XIII.

It is hereby agreed that the first article of the treaty made at Conville trading post, Osage nation, in the State of Kansas, on the 29th day of September, A. D. 1865, by and between the United States and the Osage tribe of Indians, shall be and hereby is so amended as to strike out in the second line of the fourth page, (printed copy,) after the word "interior," the words "*on the most advantageous terms,*" and in the third and fourth lines, after the word "laws" strike out the words "*no pre-emption claim,*" so as to make the clause, of which the words stricken out are members, read as follows: Said lands shall be surveyed and sold under the direction of the Secretary of the Interior for cash, as public lands are surveyed and sold under existing laws, but no homestead settlement shall be recognized." It is also agreed to add after the last word in the amended clause, viz., "recognized:" *Provided*, That nothing in this amendment shall be so construed as to diminish in any way the funds derivable to the Indians under said treaty, or construed so as to interfere with vested rights under said treaty.

ARTICLE XIV.

The United States hereby agrees to sell to the Great and Little Osage tribe of Indians, for their future home, at a price not to exceed 25 cents per acre, the following described district of country, viz: Commencing at a point where the 96th meridian west from Greenwich crosses the south line of the State of Kansas; thence south on said meridian to the north line of the Creek country; thence west on said north line to a point where said line crosses the Arkansas river; thence up said Arkansas river in the middle of the main channel thereof, to a point where the south line of the State of Kansas crosses said Arkansas river; thence east on said State line to the place of beginning. It is hereby agreed that the United States shall, at its own expense, cause the boundary lines of said country to be surveyed and marked by permanent and conspicuous monuments. Said survey to be made under the direction of the Commissioner

of Indian Affairs. And it is hereby stipulated and agreed that when the United States has secured a title to the above described lands, the Osages shall be required to remove and reside thereon; but nothing in this treaty shall be so construed as to compel the said Indians to remove from their present reservation until the government has secured said title, and notice thereof given by the Commissioner of Indian Affairs to the agent of said Indians.

ARTICLE XV.

The Osage tribe of Indians hereby assent to any alterations or amendments which the Senate of the United States may make to this treaty: *Provided*, That such alterations or amendments do not affect the rights and interests of said Osage Indians, as defined and secured in this and former treaties.

ARTICLE XVI.

The Osages acknowledge their dependence on the government of the United States, and invoke its protection and care. They desire peace and promise to abstain from war, and commit no depredations on either white citizens or Indians; and they further agree to use their best efforts to suppress the introduction and use of ardent spirits in their country.

ARTICLE XVII.

The United States hereby agree to pay to the Great and Little Osage tribe of Indians a just and fair compensation for stock stolen from them by whites since the ratification of the treaty of September 29, 1865, and it is made the duty of the agent for the said tribe to investigate all claims of this character and report the same with the proofs in each case to the Commissioner of Indian Affairs within three months from the ratification of this treaty.

ARTICLE XVIII.

It is hereby agreed that the Commissioner of Indian Affairs shall make an examination of the accounts of the Osage tribe of Indians, and if he finds that the sum of \$3,000 due Clairmont, a chief of said tribe, under the ninth article of the treaty of 1839, has never been paid to said chief, he shall cause the said sum to be paid to the said Clairmont for the sole use and benefit of the band of which he is chief.

In testimony whereof the undersigned, the said Nathaniel G. Naylor, Thomas Murphy, George C. Snow, and Albert G. Boone, commissioners as aforesaid, on behalf of the United States, and the undersigned chiefs and headmen of the Great and Little Osage tribe of Indians, have hereunto set their hands and seals, at the place, day, and year first above written.

N. G. TAYLOR,

[SEAL.]
*President of Commission.*THOMAS MURPHY,
GEORGE C. SNOW,
ALBERT G. BOONE,[SEAL.]
[SEAL.]
[SEAL.]*Commissioners.*

A. N. BLACKLIDGE,

Secretary of Commission.

JOSEPH PAW-NE-NO-PASHE,

or White Hair, his × mark.

Principal Chief.

Gah-he-gah-ton-gah, (chief Clamor's band,)

his × mark.

Black Dog, (chief of Black Dog's band,)

his × mark.

Dog Thief, (2d chief Big Hill band,)

his × mark.

Mon-shon o-lar-ka, 2d chief Young Clamont's band,)

his × mark.

William Penn, (2d chief Black Dog's band,)	his × mark.
Big Heart,	his × mark.
Kan-sa-gah-ne, (1st councillor to Big Hill band,)	his × mark.
Che-sha-la-sha, (3d chief Big Hill's,)	his × mark.
Wa-che-wa-he, (3d chief Clamont's band,)	his × mark.
Major Broke-arm, (3d chief Black Dog's band,)	his × mark.
Ma-i-ka-ha, (4th chief of Black Dog's band,)	his × mark.
Clar-mont, (chief of Carmont band,)	his × mark.
Tan-non-ge-he, (chief Big Hill band,)	his × mark.
Little Beaver, (2d chief White Hair's band,)	his × mark.
No-pa-wala, (1st chief Little Osage,)	his × mark.
Strike Axe, (2d chief Little Osage,)	his × mark.
Tallers, (2d chief Clannor's band,)	his × mark.
Wah-ho-pa-wah-no-sha,	his × mark.
Wa-sho-pi-wat-tanka, (4th chief Little Osages,)	his × mark.
Wa-ti-sanka, (4th chief Little Osages,)	his × mark.
Thes-a-watanga, (3d chief To nan-sha-hees,)	his × mark.
Wy-o-ha-ke, (3d chief Little Osages,)	his × mark.
Tall Chief, (4th chief Big Hill's,)	his × mark.
Mo-en-e-she,	his × mark.
Ho-wa-sa-pa, (Big Chief's band,)	his × mark.
Wa-ta-an-ka, (principal councillor of Big Chief's band,)	his × mark.
Ne-ka-ka-honey, (principal councillor of Black Dog's band,)	his × mark.
Black Bird, (Joe's band,)	his × mark.
Non-se-an-ka, (Black Dog's band,)	his × mark.
Wa-ko-e-wa-sha, (Big Hill brave,)	his × mark.
Sa-pe-ke-sa, (2d councillor to Big Camer,)	his × mark.
Was-come-ma-neh, (Clarmont brave,)	his × mark.
To-tan-ka-she, (Clarmont brave,)	his × mark.
Sa-pa-ko-a, (Clarmont brave,)	his × mark.
Wa-sha-she-wat-ian-ker, (Clarmont brave,)	his × mark.
Mo-sha-o-ker-shan, (Big Hill brave,)	his × mark.
Che-wa-te, (Little Osages,)	his × mark.
Wa-ho-pa-in-ka, (Little Osages,)	his × mark.
Mathew, (Little Osages,)	his × mark.
Hard Chief, (Little Osages,)	his × mark.
Wa-ka-le-sha, (Little Osages,)	his × mark.
Shinka-wa-ti, (Little Osages,)	his × mark.
Wa-sho-she, (Little Osages,)	his × mark.
Pa-ne-no-pa-sha, (Little Osages,)	his × mark.
Che-to-pah, (principal councillor Little Osages,)	his × mark.
Hard Rope, (White Hair's principal councillor,)	his × mark.
We-pi-she-way-lap, (Beaver's councillor,)	his × mark.
Ke-no-e-nen-ke, (2d councillor to White Hair,)	his × mark.
Wa-la-ho-na, (councillor White Hair's band,)	his × mark.
Ka-ke-k-wa-ti-anka, (little chief White Hair's band,)	his × mark.
Ta-pi-gua-la, (little chief White Hair's band,)	his × mark.
Yellow Horse, (Big Hill brave,)	his × mark.
Go-she-seer, (brave Big Hill band,)	his × mark.
No-son-ta-she, (Big Hill brave,)	his × mark.
Ne-ko-con-see, (Big Hill brave,)	his × mark.
Wa-pe-sum-see,	his × mark.
Ne-ko-leverla,	his × mark.
Va-ha-su-shê, (3d chief Big Hills,)	his × mark.
Joseph Paw-ne-uo-pashe's braves.	
Or-le-he-non-she,	his × mark.

Cho-she-mon-nee,	his × mark.
Him-sha-ga-cire,	his × mark.
Wa-kon-ta-okee,	his × mark.
Wa-shin-pe-she,	his × mark.
Gron-na-ta-ne-gah.	his × mark.
Ha-gha-nee,	his × mark.
Ne-char-you-law,	his × mark.
Paw-nee-way-na-taw,	his × mark.
Wa-hon-ga-ta-gon-she,	his × mark.
War Eagle,	his × mark.
Ne-cha-na-shon-tow-ga,	his × mark.
Ka-ke-ga-wa-ta-ghe,	his × mark.
Non-son-do-she,	his × mark.
Wa mon-cha-na-che,	his × mark.
Pa-hon-do-gra-he,	his × mark.
Strike Ax,	his × mark.
Ka-tum-mo-ne. (White Hair brave,)	his × mark.
Pe-she-o-la-la, (White Hair brave,)	his × mark.
Wa-she-ti-in-gah, (White Hair brave,)	his × mark.
Big Elk, (White Hair brave,)	his × mark.
Ki-he-di-na-she-p-she, (Beaver's little chief,)	his × mark.
Ka-he-ga-sta-ka, (little chief Beaver's band,)	his × mark.
Ve-ne-ka-ka, (little chief Beaver's band,)	his × mark.
Wolfe, (little chief Beaver's band,)	his × mark.
Wa-no-pa-she,	his × mark.
Ne-ko-le-bra,	his × mark.
Shin-ko wa-sah, (Beaver's councillor,)	his × mark.
Meu-ti-anka, (brave,)	his × mark.
O-pon-to-ga, (3d chief Clarmont's band,)	his × mark.
Wa-he-sa-he, (principal councillor old Lamor,)	his × mark.
Ho-ne-ka-she,	his × mark.
Night,	his × mark.
Wolfe, (4th chief Clarmore's band,)	his × mark.
Kob-ka-she,	his × mark.
Wa-sha-tun-ka,	his × mark.
Her-la-she,	his × mark.
Le-he-pie,	his × mark.
Pa-hungra-ha-hie,	his × mark.
Ne-ka-gone,	his × mark.
Ma-ke-o-ti-ke,	his × mark.
Me-lo-tu-mu-ni, (12 o'clock,)	his × mark.
O-cunse-wa-skun,	his × mark.
No-pa-wa-hre,	his × mark.
Ka-la-wa-sho-she,	his × mark.
Me-kas-ko-a-la-quah,	his × mark.
Kon-sa-ka-a-ree,	his × mark.
O-kee-pa-lo,	his × mark.

Signed in our presence this 27th day of May, anno Domini 1868.

ALEX'R R. BANKS, *Special United States Indian Agent.*

GEORGE W. YATES, *Captain 7th United States Cavalry.*

J. S. KALLOCH.

M. W. REYNOLDS, *Reporter for Commission.*

MOSES NEAL.

CHARLES ROBINSON.

W. P. MURPHY,

WILLIAM BABCOCK.

The undersigned, interpreters of the said nation, do hereby certify that the foregoing treaty was read and interpreted by us to the above-named chiefs and headmen of the Osage nation, and that they declared themselves satisfied therewith, and signed the same in our presence.

ALEXANDER BEYETT,
United States Interpreter.
LEWIS P. CHOUTEAU,
Special Interpreter.
AUGUSTUS CANTAIRE,
Special Interpreter.